

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM305661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grind Dining, LLC		05/27/2014	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grind Dining, Inc.		
<b>Street Address:</b>	354 Elmira Place NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30307		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85973877	GRIND DINING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4049006880		
<b>Email:</b>	barbara@thinkalexanderlegal.com		
<b>Correspondent Name:</b>	Barbara Alexander		
<b>Address Line 1:</b>	8010 Roswell Road		
<b>Address Line 2:</b>	Suite 150		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30350		
<b>ATTORNEY DOCKET NUMBER:</b>	GRIND DINING		
<b>NAME OF SUBMITTER:</b>	Barbara Alexander		
<b>SIGNATURE:</b>	/Barbara Alexander/		
<b>DATE SIGNED:</b>	05/27/2014		
<b>Total Attachments: 2</b>			
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source=signed assignment agreement#page2.tif			

OP \$40.00 85973877

May 21, 2014

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Grind Dining, LLC ("Assignor") and Grind Dining, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: GRIND DINING design plus words, letters, and/or numbers, Serial number 85973877 (the "Trademark"); and

WHEREAS, Assignor wishes to assign the Trademark to Assignee and Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in
2. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Fulton County and the State of Georgia.

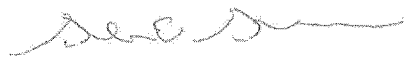
Date: May 22, 2014

DeKalb  
Ga.

ASSIGNEE

ASSIGNOR


Signature



Printed Name

Sarah E. Gozline

Signature



Printed Name

Debra Stone Morris